

**A RESOLUTION BY  
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CENTER FOR WORKING FAMILIES, INC., FOR SPACE AT THE DUNBAR NEIGHBORHOOD CENTER AT A RENTAL RATE OF \$8.44 PER SQUARE FOOT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF EXECUTION OF SUCH LEASE AGREEMENT, WITH ONE THREE YEAR RENEWAL OPTION; ALL RENTAL MONIES SHALL BE DEPOSITED INTO THE REVENUE GENERATED, GENERAL FUND ACCOUNT NUMBER 1A01 462201 B00001; AND FOR OTHER PURPOSES.**

**WHEREAS**, in a previous resolution, 03-R-1310, the Atlanta City Council authorized the Department of Parks, Recreation and Cultural Affairs to lease space at the Dunbar Neighborhood Center ("Center") to public and private agencies that will provide services to the residents located in the service areas of the Center. The Commissioner of the Department of Parks, Recreation and Cultural Affairs ("Commissioner") was authorized to select tenants that would provide such services, and to enter a lease agreement with tenants for a duration not to exceed three (3) years, at a rental rate of \$8.44 per square foot per year; and

**WHEREAS**, the Center for Working Families, Inc. ("CWF") provides important services to the residents surrounding the Center and would like to occupy a very large space at the Center, suite 101; and

**WHEREAS**, CWF would like to make significant capital improvements to suite 101, but wants a lease term that is long enough to amortize the costs of the improvements; and

**WHEREAS**, CWF has requested a lease term at the Center of three years with a three year renewal option at the standard rental rate of \$8.44 per square foot; and

**WHEREAS**, in addition to the improvements to the actual suite, the improvements being made by CWF to the Center pursuant to its lease for suite 101 may include construction of a private entrance, construction of a driveway beginning at Fulton Street and ending at the new private entrance, and construction of a parking lot attached to the driveway; and

**WHEREAS**, the improvements being made by CWF to Suite 101 are so significant that they will take approximately six months to complete, during which time CWF will be unable to utilize the suite as an office; and

**WHEREAS**, the Commissioner is recommending that the City of Atlanta ("City") offer CWF a lease for suite 101 which shall have a three year term with a three-year renewal option. In addition, the Commissioner is recommending that the City not charge CWF

rent for suite 101 until January 1, 2007 to compensate CWF for those months during which CWF is unable to utilize the suite as an office.

**THE CITY COUNCIL OF THE CITY OF ATLANTA GEORGIA HEREBY ORDAINS as follows:**

**Section 1:** The Mayor, on behalf of the City, is hereby authorized to enter into a lease agreement with CWF for suite 101 at the Dunbar Neighborhood Service Center, and the lease shall be substantially similar to the lease attached hereto as Exhibit A. The lease shall be for a duration of three (3) years from the date of execution of said lease agreement, with an option to renew the lease for an additional three (3) years upon mutual agreement of the parties. The rental rate for the lease shall be \$8.44 per square foot of space leased, on an annual basis.

**Section 2:** The lease agreement for suite 101 shall authorize CWF, at its own cost, to construct a private entrance to the Center, to construct a driveway beginning at Fulton Street and ending at the new private entrance, to construct a parking lot attached to the driveway, and to construct improvements inside suite 101 itself, contingent upon prior written approval by the Commissioner of the plans and specifications for each improvement. These improvements shall not be mandated. Rent for suite 101 shall begin on January 1, 2007.

**Section 3:** The Department of Parks, Recreation and Cultural Affairs will receive all rental revenue collected from CWF, and shall deposit such revenue into the Revenue Generated, General Fund Account Number 1A01 462201 B00001.

**Section 4:** The City Attorney or her designee is hereby directed to review the prepared lease agreement prior to execution by the Mayor, and the lease agreement shall be approved as to form by the City Attorney or her designee.

**Section 5:** The lease agreement shall not become binding on the City, and the City shall incur no liability upon the same until the lease agreement has been executed by the Mayor and attested to by the Municipal Clerk.

**Section 6:** All resolutions in conflict herewith are hereby rescinded for purposes of this resolution only, and only to the extent of the conflict.

STATE OF GEORGIA

COUNTY OF FULTON

Neighborhood Service Center Lease Agreement

This Lease Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Atlanta, a municipal corporation within the State of Georgia, hereinafter referred to as "Lessor" or the "City", and The Center for Working Families, Inc., a company duly authorized to do business in the State of Georgia, hereinafter referred to as "Lessee" (hereinafter referred to collectively as "the Parties").

WITNESSETH:

Whereas, the City owns approximately 36,355 square feet of real property located at 477 Windsor Street, S.W. (hereinafter "the Property"); and

Whereas, the City utilizes the Property as a Neighborhood Facility known as the Dunbar Neighborhood Service Center; and

Whereas, the Dunbar Neighborhood Service Center houses various public and private agencies providing services to the residents of the area; and

Whereas, the Lessee desires to lease 5,205 square feet of space, in Suite # 101, including without limitation a private, exterior ground floor entrance to Suite # 101 ("hereinafter "Entrance"), at the specific address of which is 477 Windsor Street, S.W, Atlanta, Georgia 30312 (the square footage in Suite #101 together with the Entrance collectively, hereinafter "the Leased Premises"); and

Whereas, the Lessee will provide services to the residents of the area in accordance with the terms and conditions hereinafter set forth; and

Whereas, in order to serve all of its clients, Lessee needs a driveway and separate entrance that creates an accessible means of entering the Leased Premises; and

Whereas, Lessee may desire to construct on the Property the Entrance and a driveway beginning at Fulton Street and ending at the Entrance, and may also desire to construct a parking lot attached to the driveway (the driveway and potential parking lot are hereinafter referred to as the "Driveway");

Whereas, the Commissioner of the Department of Parks, Recreation and Cultural Affairs ("Commissioner") and the Director of General Services have recommended that an appropriate lease agreement be entered into with the Lessee; and

Whereas, this Lease Agreement was authorized by a Resolution adopted by the Council of the City of Atlanta, Georgia on \_\_\_\_\_, 2006, and approved by the Mayor on \_\_\_\_\_, 2006, a copy of which is attached hereto and made a part hereof as "Exhibit A".

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties do agree as follows:

1.

Premises

The Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Lessee, has leased and rented, and by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the Leased Premises. No easement for air or light is included in the Leased Premises.

2.

Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises described herein for a term of three (3) years, commencing on the date of the execution of this Lease Agreement by the City's Municipal Clerk (the "Commencement Date"), unless sooner terminated. Lessor and Lessee agree that they shall be permitted to renew the Lease Agreement for one additional three-year term upon mutual agreement of the Parties. The rental rate in any renewal agreement shall be the same as the rental rate set forth in this Lease Agreement. Lessee understands that any renewal Lease Agreement shall be subject to the approval of the City. It is understood that at the end of this lease term, or the renewal term if applicable, this Lease Agreement shall terminate absolutely and without further obligation on the part of the City, except with respect to any liability or obligation set forth herein. Upon termination of this Agreement, including but not limited to the renewal term, Lessor shall be free to rent the Leased Premises to another party for any subsequent period without any further claim or right from the Lessee.

3.

Possession of Premises

If this Lease Agreement is executed before the Leased Premises becomes ready, and Lessor cannot deliver possession of the Leased Premises and the portion of the Property upon which the Entrance and Driveway may be installed by the time the term of this Lease Agreement is fixed herein to begin, Lessee waives any claim for damages due to such delay and Lessor waives the payment of any rent until Lessor delivers possession to Lessee. If possession is not delivered within thirty (30) days after the Commencement Date, Lessee may, at its option, upon ten (10) days written notice after the end of such thirty (30) day period, cancel this Lease Agreement, in which event the Parties shall be discharged from all obligations hereunder.

4.

Rent

Lessee shall pay to Lessor at its respective Neighborhood Service Center's Administrative Office, promptly on the first day of each month, in advance during the term of this Lease Agreement, monthly rent in the amount of \$3,660.85 for a total yearly rent of \$43,930.20 for 5205 sq. ft. of space @ \$8.44 per square foot. Lessee shall begin paying rent to the City on January 1, 2007. Payments must be made payable to the City of Atlanta, Bureau of Treasury.

5.

Use of Premises

The Lessee shall utilize the Leased Premises and the Driveway to provide services to residents within the neighborhood and community surrounding the Property. Lessee shall not commit waste on the Leased Premises or Driveway. The Leased Premises and Driveway shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the Leased Premises and/or Driveway.

Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises and/or Driveway hereafter adopted by the Lessor and made known to Lessee by at least thirty (30) days prior written notice, which shall have the same force and effect as the covenants of this Lease Agreement. Lessee shall be responsible for making certain that its guests, visitors and patrons observe all such rules and regulations.

Lessee shall abide by the operational hours of the Property as posted inside the Property, and shall not permit guests, invitees, patrons, nor anyone other than Lessee's employees to enter nor be inside of the Leased Premises or the Dunbar Neighborhood Service Center during non-operational hours. In addition, Lessee shall not unlock nor in any way utilize the Entrance during non-operational hours. In the event that one or more of Lessee's employees desires to utilize the Leased Premises during non-operational hours, s/he shall enter the Dunbar Neighborhood Service Center through its front entrance, shall show a valid form of identification to the security guard at that location, and shall provide all other information reasonably requested by the security guard regarding the employee's identity and the time of her/his entrance and exit of the Dunbar Neighborhood Service Center. During non-operational hours, Lessee, including its employees, may not be in any other location in the Service Center other than the Leased Premises, except to go between the Leased Premises and the front entrance.

Notwithstanding anything contained in this Agreement to the contrary, Lessee shall have the right to terminate this Lease Agreement upon thirty (30) days prior written notice to Lessor in the event any change to such rules, regulations, or special stipulations materially interferes with Lessee's intended use of the Leased Premises or the Driveway. Additionally, Lessee shall have the right to terminate this Lease Agreement upon thirty (30) days prior written notice to Lessor in the event any redevelopment of the Property or portion thereof materially interferes with Lessee's intended use of the Leased Premises or the Driveway.

Lessee shall throughout the term of this Lease Agreement, and any renewal, at its expense, maintain in good order and repair the Leased Premises and Driveway, except those repairs and maintenance expressly required to be made by Lessor hereunder.

Lessee shall be permitted to place one or more signs within the interior of the Leased Premises as Lessee determines in its reasonable discretion. Lessee shall be permitted to place one or more signs containing Lessee's name at or near the (i) exterior of the door to the Leased Premises located within the building, and (ii) exterior of the Entrance, provided that each such sign and its location is pre-approved in writing by the Commissioner, where said approval shall not be unreasonably withheld. The sign(s), including all installation costs and other costs associated therewith, shall be paid for by Lessee.

Each of the Parties shall be responsible for damage to the Leased Premises and Driveway, in each case, as caused by its negligence or that of its officers, agents, employees or contractors.

6.

Repairs By Lessee

Lessor is responsible for presenting the Leased Premises and the portion of the Property upon which the Driveway may be installed in good order including all heating, air conditioning, and other facilities. Lessee has examined and knows the condition of the Leased Premises and the portion of the Property upon which the Driveway may be installed and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of Lessor prior to or at the execution of this Lease Agreement, that are not herein expressed. Lessee shall be responsible for making all maintenance and repair of the Leased Premises and the Driveway, with the exception of those repairs and maintenance for which the Lessor is responsible, as set forth in Section 7 below. Lessee agrees that, upon the termination of this Lease Agreement, it will yield up the Leased Premises to the Lessor in as good condition as when the same were entered upon by the Lessee, ordinary wear and tear only excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises or the Property which Lessee believes to be dangerous to the health or safety of tenants.

7.

Maintenance and Repairs By Lessor

The City shall assume responsibility for performance of maintenance and of repairs in the common use areas of the Property, excluding the Driveway, except that the City will perform snow and ice removal services on the Driveway upon Lessee's request to the Dunbar Neighborhood Center Administrative Office staff person on site. Lessor further agrees to keep in good repair the roof, elevators, exhaust systems (including, but not limited to exhaust of all bathrooms in the Leased Premises, which shall be compliant with City code), foundations, and exterior walls of the Property (exclusive of all non-common area glass and exclusive of all non-common area exterior doors), and underground utility and sewer pipes outside the exterior walls of the building. Lessor gives to Lessee exclusive control of the Leased Premises and shall be under no obligation to inspect said Leased Premises. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair, and failure so to report such condition shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such condition. Lessor shall be responsible for general housekeeping in the mechanical and electrical rooms as well as all common use areas. Lessee shall be responsible for housekeeping in the Leased Premises. Subject to available funding, Lessor shall enter an ongoing preventative maintenance contract with a pest control contractor, and said contract shall include rodent control for the Property, including without limitation the Leased Premises. Lessor shall provide on-site security personnel coverage Monday through Friday, at all times except for 10:30 a.m. through 2:30 p.m., and at all times Saturday and Sunday, whereby said coverage shall be located at the main entrance of the Dunbar Neighborhood Service Center, however such coverage shall be subject to funding. Lessor shall also arrange for on-site security coverage to be located at the Entrance during Lessee's hours of operation, and Lessee shall fully reimburse Lessor for said reasonable security costs within thirty days of receiving a bill from the City with supporting documentation of the cost.

Lessee shall be responsible for securing the Leased Premises at the end of its hours of operation and when vacating the Leased Premises each day.

8.

Non-liability of Lessor

Lessor shall not be responsible for damage to or loss of Lessee's property or loss of use of Lessee's property through theft or otherwise. Lessor shall not be liable for any damage occasioned by failure to keep the Leased Premises and/or Driveway in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, water closet or waste pipe, in, above, or about the Property or the Leased Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trapdoor or otherwise, nor for any damage arising from acts or neglect of co-tenants, or other occupants of the Property, or of any owners or occupants of adjacent or contiguous property, except to the extent caused by or arising out of the negligence or willful misconduct of Lessor, its officers, agents, employees, or contractors.

9.

Utilities

Lessor shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed on the Leased Premises and Driveway during the lease term or any renewal or holdover, including any deposits demanded by any Utility company. Lessee's operations shall be in compliance with the City mandated energy conservation initiatives which are attached to this Lease Agreement.

10.

City's Right to Access and Inspection of Premises

Lessor may enter the Leased Premises at reasonable hours along with prospective purchasers or tenants, to make any repairs required of Lessor under the terms of this Lease Agreement, to inspect the Leased Premises to see that Lessee is complying with all of its obligations hereunder, and for any other use or purpose which the Lessor deems proper and reasonable. Such entry shall occur with reasonable prior written notice to Lessee, except in the instance of an emergency, as reasonably determined by the Commissioner. In addition, Lessor's on-site security company may enter the Leased Premises in a situation involving public safety or emergency, as reasonably determined by the on-site security company.

11.

Assignment and Subletting

Lessee may assign its rights and obligations regarding the Leased Premises and/or the Driveway, or may sublet the Leased Premises and non-exclusive use of the Driveway, to other organizations sharing the same mission as Lessee, but only upon prior written consent by the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of any assignment or sublease, assignees and sublessees shall become liable directly to Lessor for all obligations of Lessee hereunder without relieving or in any way modifying Lessee's liability hereunder. Such assignment or subletting shall not be construed as a waiver or release of Lessee from liability for the performance by Lessee of all covenants and obligations set out in this Lease Agreement. In the event of an assignment and/or sublease, Lessor shall have the right in its sole discretion to bill Lessee each month for the entire monthly rent owed for the Leased Premises.

12.

Events of Default and Termination for Cause

Any one or more of the following events shall constitute default of this Lease Agreement by the Lessee ("Events of Default"):

- (A) Lessee fails to pay the rent specified in paragraph 4 herein at the time and place when and where due, and fails to cure this breach within five (5) days after receiving written notice by Lessor that the rent is due and unpaid;
- (B) Lessee deserts or vacates the Leased Premises;
- (C) Lessee fails to comply with any term, provision, condition, or covenant of this Lease Agreement, other than the payment of rent, or fails to comply with any of the rules and regulations now or hereafter established for the Leased Premises and/or Driveway, and does not cure such failure within five (5) days after receiving written notice by Lessor of such failure to comply;
- (D) Any petition is filed by or against Lessee under any section or chapter of the Bankruptcy laws as amended;
- (E) Lessee makes an assignment for the benefit of creditors; or
- (F) A receiver is appointed for a substantial part of the assets of Lessee;
- (G) Either the lease-hold interest in the Leased Premises or Lessee's effects are levied on under execution.

If one or more of the Events of Default shall occur, Lessor shall have the option to do either of the following in addition to and not in limitation of any other remedy permitted by law or by this Lease Agreement:

- (A) Terminate this Lease Agreement. In the event of termination, Lessee shall immediately surrender the Leased Premises and Driveway to Lessor. If Lessee fails to immediately surrender the Leased Premises and Driveway, Lessor may, without further notice and without prejudice to any other remedy, enter upon the premises and expel or remove Lessee and its effects, by force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor.



In the event of such termination, Lessee will nevertheless remain liable for all rent that may then be due and which shall thereafter become due for the balance of the term, reduced, however, by any sums received by Lessor upon any reletting of any portion of the Leased Premises or Driveway during the term. Lessor shall make every reasonable effort to mitigate such loss by reletting the Leased Premises and/or Driveway upon reasonable terms as soon as reasonably possible thereafter. In no event shall Lessor be entitled to any acceleration of any portion of the rent.

(B) Relet the Leased Premises. Lessor may enter the Leased Premises as the agent of the Lessee, by reasonable force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor, and relet the premises as the agent of the Lessee, and receive the rent therefor, and the Lessee shall pay the Lessor any deficiency that may arise by reason of such reletting, on demand at any time and from time to time at the office of Lessor, Atlanta, Georgia. In no event shall Lessor be entitled to receive from Lessee any acceleration of any portion of the rent still owing after such reletting. Lessor shall have the right to receive advanced rent or any other form of deposit from the entity to whom it re-lets the Leased Premises.

Upon termination of this Lease Agreement, any improvements theretofore made to the Leased Premises or the Property by Lessee shall remain as a part of the Leased Premises or Property and become the property of the Lessor. All costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses occasioned by any default by Lessee under this Lease Agreement) shall constitute additional rent owed by Lessee to Lessor hereunder. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

If at any time during the term of this Lease Agreement or any renewal or holdover, Lessor shall fail to perform any of its obligations under this Lease Agreement, and such failure prohibits Lessee from conducting its normal business operations on the Leased Premises for a period of thirty (30) days after Lessee gives written notice thereof to Lessor, Lessee shall have the right to terminate this Lease Agreement. Upon termination, all rentals and charges payable by Lessee pursuant to this Lease Agreement shall abate from the date of Lessor's default. In addition, Lessor shall reimburse Lessee for its unamortized capital costs, that were approved pursuant to subsection 21.03 below, of the improvements to the Leased Premises and Property, where amortization shall be based upon a straight-line depreciation schedule over the initial Term of this Lease, with zero salvage value.

### 13.

#### Removal of Effects Upon Termination

If Lessee shall not remove all of its effects from said Leased Premises or Property at any termination of this Lease Agreement, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessee for loss thereof, and Lessee shall be liable to Lessor for all expenses incurred in such removal and also storage of said effects, provided that Lessor has delivered to Lessee written notice of its intention to remove and store such effects in advance of such removal and/or storage; and further provided that in no event shall Lessee be required to remove or modify any improvements made in or to the Entrance or Driveway.

14.

Insurance / Bonding / Hold Harmless

Lessee agrees to obtain and maintain during the entire term of this Lease Agreement the Insurance/Bonding requirements in the amounts stipulated in "Exhibit B", which is attached to this Lease Agreement and incorporated herein and made a part of this Lease Agreement by reference. In addition, the Lessee agrees to abide by all other provisions set forth in "Exhibit B", including but not limited to the Hold Harmless Agreement provision, set forth in Paragraph F of "Exhibit B".

15.

Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this Lease Agreement.

16.

Destruction of Leased Premises

If the Leased Premises or Driveway shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, all insurance proceeds payable by reason thereof shall be applied to the repair, reconstruction and renovation of said Leased Premises or Driveway, as the case may be. If reconstruction, renovation or repairs of the Leased Premises, but excluding the Driveway, cannot be completed within one hundred and eighty (180) days from the date of the fire, or other cause of damage, then either Lessor or Lessee may terminate this Lease Agreement, in which event rent may be abated from the date of such damage or destruction. However, if the damage or destruction is such that reconstruction, renovation or repairs can be completed within one hundred eighty (180) days, the Lessor covenants and agrees to make such reconstruction, renovation or repairs with reasonable promptness and dispatch, and to allow Lessee an abatement in the rent for such time as the building is untenable or proportionately for such portion of the Leased Premises as shall be untenable or the Driveway is unusable, and the Lessee covenants and agrees that the remainder of the terms of this Lease Agreement shall not be otherwise affected.

17.

Condemnation

If the whole of the Leased Premises or Driveway or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Lease Agreement shall cease from the time when possession thereof is taken by public authority, and rent shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover from the condemnor compensation and damages caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Lease Agreement as herein provided.

18.

Leasehold Interest

This Lease Agreement shall create the relationship of landlord and tenant between Lessor and Lessee and no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale.

19.

Holding Over

If Lessee remains in possession after expiration of the term hereof, with Lessor's acquiescence and without any distinct written agreement of the Parties, Lessee shall be a tenant at will and shall be bound to and shall abide by all of the terms set forth in this Lease Agreement, including but not limited to the insurance, bonding and hold harmless provisions set forth in "Exhibit B" attached hereto; however there shall be no automatic renewal of this Lease Agreement by operation of law.

20.

Surrender of Possession Upon Termination

At the termination of this Lease Agreement, Lessee shall surrender the Leased Premises and keys thereto to Lessor in the same condition as at commencement of the term of this Lease Agreement, natural wear and tear only accepted. Upon termination of this Lease Agreement, all rights of the Lessee and of all persons whomsoever claiming by, through or under the Lease Agreement shall cease and terminate. The Leased Premises and Property and all buildings and improvements located on the Leased Premises and Property, including fixtures, shall henceforward constitute and belong to and be the absolute property of the Lessor or the Lessor's successors and assigns, without further act or conveyance, and without liability to make compensation to the Lessee or to anyone whatsoever, and free and discharged from all and every lien, encumbrance and charge of any character created or attempted to be created by the Lessee at any time.

21.

Improvements

Subject to this Section 21, Lessee hereby accepts the Property and the Leased Premises in their "as-is" condition and shall construct or install all improvements or equipment on the Property and in the Leased Premises required for the uses and purposes contemplated herein, each as initially determined by Lessee, without any cost or expense to the City, subject to prior written approval by the Commissioner and the Director of the Office of General Services of the plans and specifications therefore. Notwithstanding the foregoing, said improvements may include without limitation the Entrance and the Driveway.

21.01 Driveway: The improvements made by Lessee on the Leased Premises and/or Property may include without limitation the Entrance and Driveway. Should Lessee construct the Entrance and/or Driveway, if ever, such construction shall commence at such times as Lessee deems appropriate in its sole discretion. The Driveway shall be for non-exclusive use by Lessee. Though the Driveway is not part of the Leased Premises, it is subject to all of the requirements of this Section 21, to all of the requirements of Exhibit B attached hereto, and to those other portions of this Lease Agreement which refer to the Driveway and/or the Property. The City hereby grants to Lessee, during the term hereof and any extensions and holdovers, (i) an easement over and upon that portion of the Property upon which

the Driveway is situated for purposes of vehicular and pedestrian ingress and egress, parking and for construction, maintenance and such other uses as are contemplated herein, (ii) an easement over and upon that portion of the Property for purposes of pedestrian ingress and egress between the Entrance and the Driveway, and (iii) a temporary construction easement upon that portion of the Property that is near the Entrance to enable Lessee to construct the Entrance, but said construction easement shall last only until said Entrance construction is completed, and in no event greater than six months from the date of the execution of this Agreement, as reflected by the day and year first written above.

21.02 Contractors Hired: Lessee shall hire contractors who are acceptable to Lessor. All contractors shall be required to provide Lessor with certificates of general liability and other insurance coverage in such amounts as Lessor may reasonably require, and with endorsements described in "Exhibit B" attached hereto. Lessee shall obtain and pay all fees for all permits required by the City of Atlanta or other legal jurisdictions, as applicable, for all improvements to the Property and/or Leased Premises, and shall furnish copies of such permits to the Commissioner prior to commencement of work.

21.03 Documentation of Improvements: Lessee shall furnish a set of As-Built Drawings to the Commissioner for all improvements made by Lessee, including but not limited to those improvements made pursuant to Sections 21.08 and 21.09 below. Further, Lessee shall document the costs of its improvements in a form and detail satisfactory to the Commissioner and submit the same within 30 calendar days following completion of the work for review and approval that the completed work complies with the plans and specifications previously approved and for approval of the costs incurred by Lessee.

21.04 Removal and Demolition: Lessee shall not remove or demolish, in whole or in part, any improvements upon the Property or the Leased Premises without the prior written consent of the Commissioner, who may, in her/his discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

21.05 Title: Title to any and all improvements made by Lessee to or upon the Property and/or Leased Premises shall pass to and be vested in the City upon completion of each improvement.

21.06 Disposition at end of Term: All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture of the Lessee) made in or upon said Leased Premises or Property, either by the Lessee or the Lessor, shall remain upon said Leased Premises or Property at the termination of said term, by lapse of time or otherwise, without compensation to the Lessee.

21.07 Maintenance and repair of improvements: Lessee shall be responsible for performing all maintenance and repairs of all improvements made by Lessee to the Leased Premises and the Property throughout the Term of this Lease Agreement, including any renewal thereof, except that the City shall be responsible for ice and snow removal from ice and snow removal from the Driveway.

21.08 Closed Circuit TV security system: At Lessee's option and sole expense, Lessee shall have the right, but not the obligation, to install such cameras as are deemed reasonably necessary by Lessee in and around the Leased Premises. All

such cameras shall be tied into and become a part of the Closed Circuit TV system operated and maintained by Lessor throughout the building. In the event that the City's Closed Circuit TV system must be modified to accommodate Lessee's equipment, changes, and/or additions, Lessee shall pay all costs associated with said modifications to the City's system. Lessor will use its best efforts to keep the Closed Circuit TV system operational 24 hours a day, seven days a week. Though the City operates and maintains the Closed Circuit TV system, and though each camera records what is in its view, the City does not monitor the screens of the Closed Circuit televisions. Lessor shall not be responsible nor liable for any damage to or loss of Lessee's property or loss of use of Lessee's property through theft, vandalism or otherwise resulting from the failure of the Closed Circuit TV system to be operational and/or the failure of the City to monitor the screens of the Closed Circuit televisions, unless the damage and/or loss arises from the City's failure to use its best efforts to keep the Closed Circuit TV system operational.

21.09 Fire alarm system: At Lessee's option and sole expense, Lessee shall have the right, but not the obligation, to install new horns, strobes or other fire alarm system components in or around the Leased Premises, and, such features shall be tied into and become a part of the existing fire alarm system panel. In the event that the City's existing fire alarm system and/or panel must be modified to accommodate Lessee's equipment, changes, and/or additions, Lessee shall pay all costs associated with said modifications to the City's system and/or panel.

## 22.

### Solicitation of Agreement

Lessee warrants that it has not employed or retained any company or person, other than a bona fide employee or licensed real estate agent working for Lessee, to solicit or secure this Lease Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee or licensed real estate agent for the Lessee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making this Lease Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Lease Agreement without liability.

## 23.

### Quiet Enjoyment.

Lessor represents and warrants that it has full right and authority to enter into this Lease Agreement and that Lessee, and any assignee or sublessee, while paying the rental and performing its other obligations set out in this Lease Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises for the Lease term without hindrance or molestation from Lessor subject to the terms and provisions of this Lease Agreement and shall have the non-exclusive use of the Driveway for the Lease term subject to the terms and provisions of this Lease Agreement.

24.

Interruption of Services.

In the event of any failure to furnish, or any stoppage of, service of utilities as identified in Paragraph 9 of this Lease Agreement, for a period in excess of five (5) consecutive business days, and if: (i) such interruption is restricted to the building and is not a neighborhood blackout; (ii) such failure to furnish or stoppage is caused by the negligence or willful misconduct of Lessor or by the failure of Lessor to commence and diligently pursue repairs for which Lessor is responsible; (iii) such interruption results in the Leased Premises becoming untenable; and (iv) Lessee or its assignee or sublessee actually ceases to occupy the Leased Premises as a result thereof, Lessee, or its assignee or sublessee, shall be entitled to an abatement of rent which shall commence on the sixth (6) business day and shall continue for the remainder of the period of such failure to furnish or stoppage of service of utilities.

25.

Notices

Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and the time the same are deposited in the mail, with postage prepaid, to be mailed by registered or certified United States mail, return receipt requested, and addressed to the Lessor, City of Atlanta as follows

Commissioner, Department of Parks, Recreation and Cultural Affairs  
Suite 800  
675 Ponce De Leon Avenue, N.E.  
Atlanta, Georgia 30308  
404-817-6764 telephone (404)-817-6928 facsimile

and to the Lessee, as follows:

Ms. Mtamanika Youngblood  
President & CEO  
The Center for Working Families, Inc.  
477 Windsor Street, SW  
Atlanta, Georgia 30312  
Phone: 404-223-3303  
Fax: 404-586-0513

26.

Entire Agreement

This Lease Agreement contains the entire and integrated agreement of the Parties and may be amended only by written instrument which is approved by both Parties to the Lease Agreement. No representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

27.

Conditions As to Effect of Agreement

The Parties agree that this Lease Agreement shall not become binding on the City, and the City shall incur no liability upon the same, until such Lease Agreement has been executed by the Mayor, officially sealed by the Municipal Clerk and delivered to the Lessee.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by their duly authorized officials and officers, to be attested, and their respective seals to be hereunto affixed, as of the day and year first above written.

ATTEST:

CITY OF ATLANTA:

\_\_\_\_\_  
Municipal Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

THE CENTER FOR WORKING FAMILIES, INC.

\_\_\_\_\_  
Secretary of Record with the State  
of Georgia, Secretary of State's Office  
(SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

APPROVED:

\_\_\_\_\_  
Commissioner, Department of  
Parks, Recreation and Cultural Affairs

\_\_\_\_\_  
Chief Operating Officer

(Signature Lines Continued on Next Page)

APPROVED AS TO FORM:

Sr. Assistant City Attorney

RECOMMENDED:

Chief Procurement Officer, Department of  
Procurement

APPROVED:

Chief Financial Officer